

Vigilant Video

Vigilant Video Law Enforcement Product Software Site License Agreement

This Vigilant Video Software Site License Agreement (the "Agreement") is made and entered into as this 14th Day of December, 2011 (the "Effective Date") by and between Vigilant Video Inc., a Delaware corporation, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant Video") and the Riverside Police Department, a law enforcement agency or other governmental agency, having its principal place of business at 4102 Orange Street, Riverside Ca 92501 ("Licensee")

WHEREAS, Vigilant Video designs, develops and licenses advanced video analytics software technologies for the security and law enforcement markets;

WHEREAS, Licensee desires to license from Vigilant Video the Software Product(s) (as defined below) for itself and Affiliates (as defined below)

THEREFORE, Licensee and Vigilant hereby agree as follows:

Definitions:

"Affiliate(s)" means any employee, contractor, or volunteer who is affiliated with Licensee or is authorized by Licensee or is controlled by or under control of Licensee and who may also utilize the Software Product(s) (as defined below). Final determination of affiliate approval is left to the sole discretion of Vigilant Video.

"Software Product(s)" means Vigilant Video's Law Enforcement product family of software product(s) including CarDetector Mobile LPR Edition, CarDetector Fixed LPR Edition, Law Enforcement Archive & Retrieval Network (LEARN) Server, CamSmartz, LineUP and other software applications considered by Vigilant Video to be applicable for the benefit of law enforcement agencies.

"Site License" means a non-exclusive, non-transferable, limited term license to install and operate Software Product(s) on to any applicable media without quantity limitation within the Licensee's designated facility for a period of up to one (1) year.

"Subscription" means an annual renewal of the Site License held by any Licensee who is in compliance with the terms and conditions of this Agreement.

Site License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant Video grants Licensee a Site License. Except as expressly permitted by this Agreement, Licensee, any Affiliate or any third party acting on behalf of Licensee shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Product(s). Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise.

 Initials

 Initials

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The Licensee is permitted to redistribute the Software Product(s) to Affiliate(s) acting on behalf of Licensee only for the duration of this Site License within the Licensee's designated agency.

Affiliate(s) are permitted to use Software Product(s) only for law enforcement or government-approved purposes. Use of Software Product(s) for any other purpose (e.g., private consultant services) is prohibited.

Affiliate(s) who discontinue their association with the Licensee do not have the right to continue using personal copies of the Software Products obtained under this Agreement, nor may such former Affiliate(s) obtain updates of the Software Product(s) from the Licensee. However, the Licensee is not under obligation to enforce such compliance by former Affiliate(s) beyond its implementation of restrictions set forth above regarding access to the Software Product(s) by Affiliate(s).

Licensee shall display a full copyright notice and any other notice of use on all copies of the Software Product(s) being redistributed to Affiliate(s). Licensee shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Product(s) are first started on any computer. Any use or redistribution of Software Product(s) in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant Video is strictly prohibited.

Termination:

This Agreement is effective as of the Effective Date until terminated. Licensee may terminate this Agreement at any time by notifying Vigilant Video of the termination in writing thirty (30) days prior to the termination and deleting all copies of the Software Product(s). If Licensee terminates its license prior to the end of the licensed year (it being anytime after the Effective Date but prior to the one (1) year anniversary of the Effective Date), Vigilant Video will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant Video by Licensee. Upon termination of the Site License, Licensee shall immediately cease any further use of Software Product(s) by itself or its Affiliate(s).

Vigilant Video has the right to terminate this Agreement if Licensee violates any material term or condition of this Agreement. Upon receipt of Vigilant Video's notice of termination, Licensee shall immediately discontinue all use of Software Product(s) and certify to Vigilant Video that it has returned or destroyed all copies of Software Product(s) in its possession or control. In addition, Licensee may be subject to legal action by Vigilant Video for material breach of this Agreement.

Warranty and Disclaimer:

Vigilant Video warrants that Software Product(s) manufactured by Vigilant Video will be free from "significant" defects during Site License and/or Subscription period then in effect ("Warranty Period"). Significant defects are those which impede function of the main delivery modules of Software Product(s). This warranty does not include products not manufactured by Vigilant Video. Vigilant Video's obligation to repair or replace any defective Software Product(s) during the Warranty Period shall be Customer's exclusive remedy. Vigilant Video shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, handling and shipping or loss. Licensee and its Affiliates assume the entire risk as to the results and performance of the Software Product(s). Vigilant Video disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant

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Video he liable for any damages whatsoever arising out of the use of, or inability to use, the Software Product(s).

Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by the Licensee that Licensee's users are instructed to only utilize interface to the licensed software at what time it is safe to do so. Vigilant Video is not liable for any accident caused by a result of distraction using this touch screen while operating a moving vehicle.

Products and Services:

Upon receipt of payment or purchase order of Site License, Vigilant Video will deliver or make available to the Licensee the Software Product(s). Updates, patches and bug fixes of the Software Product(s) will be made available to the Licensee at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant Video will make available throughout the active license period e-mail and fax support to an administrator and support contacts designated by the Licensee, known as Licensee "Technical Support Agents." Under the Site License or Subscription agreement, Affiliates of the Licensee must channel all questions related to the Software Product(s) through the Technical Support Agent(s), the latter of which must make a good-faith effort to answer such questions before submitting a support ticket at www.vigilantvideo.com or sending an email to support@VigilantVideo.com.

Contract Term and Structure:

A fully executed and valid Site License will entitle the Licensee to use of the Software Product(s) any time throughout the active period of this ongoing Site License Agreement, in which to set up and install the software product(s) on an unlimited number of media centers within the Licensee's agency. As the Licensee installs additional units of the Software Product(s) and connects them with video cameras, the Licensee will be required to obtain a Camera License Key (CLK) for each installed camera. This is simply done by applying for the CLK by visiting: <http://supportforms.vigilantvideo.com/lrf.aspx> and completing the online request form to Vigilant Video technical support. Within two (2) business days, the Licensee Technical Support Agent will receive the requested CLK in a form set to expire on the same date of the Site License expiration. This remains applicable, to any and all subsequent (additional) CLK's issued throughout the active period of this Site License Agreement.

This agreement is automatically renewed upon receipt of Subscription payment, entitling the Licensee to a full replacement set of all previously issued CLK's set to expire one (1) year from the Subscription renewal date. This Agreement will terminate if 1) the Licensee indicates in writing its intent to discontinue its License or 2) Vigilant Video has not received payment for its Subscription fee by the Subscription Fee due date. In either event, Vigilant Video Inc. reserves the right to refrain from issuing replacement CLK's and to restrict access to services that are available to Licensees in good standing. The Software Product(s) will cease to function after the active global license key has expired.

Ownership of Software:

The Software Product is copyrighted by Vigilant Video and remains the property of Vigilant Video. This license is not a sale of the original software or any copy. The Licensee owns the physical media on

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which the Software Product(s) is installed, but Vigilant Video retains title and ownership of Software Product(s) and all other materials included as part of the Software Product(s).

Site License Fee:

Each Site License fee is based on the total number of sworn officers within the Licensee's and Affiliates' agency(s) at the time of execution of this Site License Agreement. The Site License allows for Licensee to install an unlimited number of licenses of the Software Product(s) as Licensee sees fit to put to use. A schedule of applicable Site License Fees is shown below:

Law Enforcement Product Family – Site License Fee		
TIER	NUMBER OF SWORN OFFICERS	SITE LICENSE FEE
Tier 1	0 < Sworn Officers < 100	\$4,500
Tier 2	101 < Sworn Officers < 250	\$9,000
Tier 3	251 < Sworn Officers < 500	\$13,500
Jumbo	501 < Sworn Officers	\$ 27,000

Subscription Fee:

Each Site License has a Subscription fee due approximately thirty (30) days prior to the expiration of the Site License. The annual Subscription fee enables the Software Product(s) to remain operational for each successive 12 month period, considered active participation of this Site License Agreement; entitles the Licensee to replacement CLK's; and ensures users have access to the latest software versions and associated equipment driver software to allow the Software Product(s) installations to remain current and enable the best possible performance. It is noted that an entity once licensed by the Site License agreement can only utilize active software licensing via the annual subscription license offering.

The Subscription fee is based on the number of current Vigilant Video issued CLK's at the time of subscription fee invoicing, and considered by Vigilant Video as being "in use" during the annual period by the entity in question. A schedule of annual Subscription Fees is shown below:

Law Enforcement Product Family Annual Subscription Fee Schedule			
Tier	Subscription Fee Maximum	License Maximum	
Tier 1	\$15,750	60 CLK's	
Tier 2	\$45,000	180 CLK's	
Tier 3	\$87,750	300 CLK's	
Jumbo	\$210,000	700 CLK's	

Please Note: Each Tier's Base Fee includes initial 5 CLK's.

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Approximately Ninety (90) days prior to the annual license renewal date, Vigilant Video will provide the Licensee an invoice for the next year's Subscription fee. Payment of the Subscription fee is due thirty (30) days prior to the renewal date. All Fee(s) are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant Video's net income) and Licensee agrees to pay any such tax.

Advanced Subscription Fee Payments:

Vigilant Video will accept advanced subscription fee payments on a case by case basis. In such event where advanced subscription fees are made to Vigilant Video, the licensee shall designate at time of payment if advanced payment(s) are: 1) to be considered a general credit toward future fees or 2) to be applied toward fees applicable to specific camera unit 'Systems' operated by the licensee.

General credit advanced payments to Vigilant Video shall be applied in full to each subsequent Subscription Fee invoice until the balance of the credits are reduced to a zero balance. System based advanced credits shall be applied to subsequent Subscription Fees in the amount that entitles the licensee continued operation of the designated camera unit systems for the following subscription period until the credits are reduced to a zero balance.

Price Adjustment:

Vigilant Video has the right to increase or decrease the annual Subscription fee from year to year. It is noted that in the case of an increase, such increase shall be less than 10% of the prior year's fees or shall be less than a percentage equal to the published rate of inflation in the United States, the not-to-exceed limit being whichever of these rate rise percentage limits is greater. If Vigilant Video intends to adjust the annual Subscription fee, it must give notice to the Licensee on or before the above stated invoice date pertaining to the upcoming annual Subscription renewal.

Credits:

During the first year of a license or during subsequent year annual Subscriptions, Vigilant Video may, on its own discretion, adjust fees in consideration of credits which Licensee may have earned during participation in approved Vigilant Video marketing programs.

Initiating a Site License:

To obtain a Law Enforcement Product Family Site License, fill out the *Ordering and Contact Information* form below and return it with a purchase order or payment. Vigilant Video support specialists will contact you after receiving your information.

Limitation of Liability:

IN NO EVENT SHALL VIGILANT VIDEO BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF SOFTWARE PRODUCT(S), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT VIDEO HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT VIDEO'S LIABILITY

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ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY LICENSEE TO VIGILANT VIDEO FOR THE SOFTWARE PRODUCT(S) LICENSED UNDER THIS AGREEMENT.

Confidentiality:

Licensee acknowledges that Software Product(s) contain valuable and proprietary information of Vigilant Video and Licensee and its Affiliates will not disassemble, decompile or reverse engineer any Software Product(s) to gain access to confidential information of Vigilant Video.

Assignment:

Licensee may not assign this Agreement without prior written consent of Vigilant Video. Any attempted assignment without consent shall be void.

Amendment, Choice of Law:

No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of California without regard to its conflicts of law.

Federal Government:

Any use, copy or disclosure of Software Product(s) by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

Complete Agreement:

This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter. The term, provision of any Licensee purchase order, business form or other written authorization will have no effect on, and will not modify, the terms of this Agreement, regardless of any failure of Vigilant Video to object to those terms.

 VW Initials

 Licensee Initials

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IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Video, Inc.

Authorized Agent: Joseph L. Harzewski III

Title: VP, Sales and Marketing

Date: 12-20-11

Signature: Joseph L Harzewski III

Enforcement Agency: Riverside Police Department

Authorized Agent: Sergio G. Diaz

Title: Chief of Police

Date: 12-14-11

Signature: Sergio G. Diaz

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Vigilant Video Law Enforcement Product Family Site License Agreement Ordering & Contact Information

To ensure up to date support offered by Vigilant Video, please complete and submit the following information.

City: Riverside

Enforcement Agency: Riverside Police Department

Provide an estimated number of patrol vehicles: 120

Product Interest: CarDetector Mobile Edition
 CarDetector Fixed Camera Edition

Administrator Contact

Person who receives all information related to software, including product updates and licensing information.

Name/Position: Bill Bunger

Department: Information Technology

Address: 3900 Main Street, Riverside Ca 92501

Telephone: 951-826-5441 **Fax:** 951-826-5604

E-mail: BBunger@riversideca.gov

Billing Contact

This is the person to whom all invoices and billing information will be sent.

Name/Position: Patty Tambe, Senior Management Analyst

Department: Riverside Police Department

Address: 4102 Orange Street, Riverside, CA 92501

Telephone: 951-826-5869 **Fax:** 951-826-5360

E-mail: PTambe@riversideca.gov

Technical Support Agent

These are the two individuals permitted to receive technical support from Vigilant Video.

Name: Rich Blue

Dept.: Information Technology

Telephone: 951-826-5523

Fax: 951-826-5604

E-mail: RBlue@riversideca.gov

Name: Bill Bunger

Dept.: Information Technology

Telephone: 951-826-5441

Fax: 951-826-5604

E-mail: BBunger@riversideca.gov



Vigilant Video

**CAR
DETECTOR**™

Vigilant Video – Site License Holder Contact Form

Please complete the following contact information to ensure annual renewal of your Vigilant Video software site License Program through timely subscription fee payment.

Site License Agreement Holder	
Company / Agency Name:	City of Riverside
Company / Agency Type:	Riverside Police Department
Address:	4201 Orange Street
	Riverside CA 92501
Primary Contact	
Name:	Jim Lopez
Title:	Detective
Phone:	Office: (951) 353-7226 Cellular: (951) 901-7568
Fax:	
Email:	jlopez@riversideca.gov
Supervisor Information	
Name:	Bill Bunger
Title:	Information Technology
Phone:	951-826-5441
Fax:	951-826-5604
Email:	BBunger@riversideca.gov
Financial Contact (Accounts Payable)	
Name:	Patty Tambe
Title:	Senior Management Analyst
Phone:	951-826-5869
Fax:	951-826-5360
Email:	PTambe@riversideca.gov

For questions or concerns, please contact Vigilant Video's sales team:

sales@vigilantvideo.com

1-925-398-2079



Vigilant Video

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